

“PulsePoint – Submit an AED Location - Contest”

Terms and Conditions

1. Eligibility. The "PulsePoint – Submit an AED Location - Contest" is open to legal United States residents residing in San Diego County at the time of entry. Contest is open to all community members, and County of San Diego, City of San Diego, and San Diego County Fire Chiefs Association employees, family members, contractors, and vendors. All event organizers may participate but are excluded from receiving prizes.

CONTEST VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL FEDERAL, STATE AND LOCAL LAWS APPLY

2. Agreement to Rules. By participating, you agree to be fully unconditionally bound by these Terms and Conditions, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsors as final and binding as it relates to the Contest. The Contest is subject to all applicable federal, state and local laws.

3. Contest Period. The Sponsors will host an AED locator Contest from March 16, 2015, to May 10, 2015. All entries must be made by 11:59 p.m. Pacific Standard Time on May 10, 2014.

4. To Enter. To enter, install the FREE PulsePoint AED mobile app (from the [iTunes Store](#) or [Google Play](#)) and login into the application. Qualified AED locations are those which have been submitted and confirmed as actual AED devices within San Diego County. All entries must be made by 11:59 p.m. PST on May 10, 2014. The County of San Diego and PulsePoint Foundation are not responsible for lost, incomplete, illegible, late, or misdirected entries, or for errors in mechanical transmission, technical difficulties, or inability to transmit Internet entries. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the discretion of Sponsors.

Contest participants agree to allow the PulsePoint Foundation (i.e., recipients of the AED submissions) to share names and associated results with the County of San Diego for the purpose of selecting and contacting a winner.

5. Selection of Winners. The winner(s) will be selected based on a system of points awarded for AEDs:

- 10 points for the addition of a new AED
- 5 points for adding the picture/confirming the presence of an AED that is sitting in the queue but needing confirmation
- 1 point for adding an AED that already exists in the PulsePoint Respond application

The individual with the most points will receive an iPad described below. If one or more individuals are tied for the most points, a digital raffle will determine the winner. A digital raffle drawing, with proportionate chances based on points, will select additional winners. Prizes are described at the end of the terms and conditions. If a contest participant fails to comply with the rules of this contest, he or she will be disqualified and an alternate winner will be selected from among remaining eligible entries. Winners will be notified via email address or social media account they used to enter the Contest by the County of San Diego on or about May 15, 2015. Sponsors shall have no liability for a winner's failure to receive notices due to winners' spam, junk email, other security settings.

6. Prizes. Prizes are non-transferable, non-negotiable, and not redeemable for cash, credit or merchandise. Prizes must be picked up during hours of operation (8:00am – 5:00pm) at the County of San Diego Administration Center located at 1600 Pacific Highway, Room 205, San Diego, CA, 92101, within 14 days from the time award notification was sent, and winners will be required to show proof of identity. No substitution of prizes is allowed. Prize winners are responsible for any and all related expenses, including without limitation any and all federal, state, and/or local taxes. Returned or unclaimed

prizes will be forfeited, and no alternate prize shall be rewarded. After the 15 notification day period, unclaimed prizes will be returned to the contributing organization.

The receipt by winner of the prize offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Conditions and Restrictions; Indemnification. Winners, by acceptance of their prize, agree to release, indemnify and hold harmless PulsePoint Foundation, County of San Diego, City of San Diego, San Diego County Fire Chiefs Association, donating organizations, their employees, representatives, contractors, sponsors and advertisers, from any and all liability, loss, damage, costs or claims related, directly or indirectly, to the receipt of or use of the prize or any allegation regarding the award.

8. Terms. Sponsors reserve the right, in its sole discretion to cancel, terminate, modify or suspend the contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, Sponsors may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken. Sponsors reserve the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms and Conditions.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsors reserves the right to seek damages from any such person to the fullest extent permitted by law.

9. Disputes. This contest is governed by the laws of California. As a condition of participating in this contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without result to any form of class action, exclusively before a court located in the County of San Diego, California. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

10. Awards Generously Donated By:

- PulsePoint Foundation—\$100 Amazon Gift Cards (total of three)
- San Diego Chargers—Signed Keenan Allen Football
- San Diego Padres—Signed Gedd Gyrko Padres Baseball Hat
- American Medical Response—Apple iPad Air Wi-Fi Tablet, 16 GB, 9.7"
- San Diego Gas and Electric—A Family-Pack of 4 Tickets to the Midway Museum
- Balboa Park Cultural Partnership – Two Pair of Balboa Park One-Day Explorer Tickets

11. Sponsors.

Herein referred to as "Sponsors" of this Contest in these Terms and Conditions include:

County of San Diego
1600 Pacific Highway
San Diego, CA 92101

PulsePoint Foundation
PO Box 12594
Pleasanton, CA 94588-254